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BARNARD *v.* GARDNER INV. CORPORATION.

March 17, 1921.

[106 S. E. 346.]

1. Principal and Agent (§ 34*)—Contract of Agency Revocable by Principal at Will, unless Coupled with Interest Based on Consideration.—A contract expressly creating the relationship of principal and agent, unless coupled with an interest based on valuable consideration is generally revocable by the principal at will.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 280.]

2. Brokers (§ 44*)—Principal May Revoke Contract of Agency Unsupported by Consideration at Any Time Prior to Sale.—A real estate broker's contract of agency may be revoked in good faith by his principal any time prior to sale; the purported consideration \$1 for the contract not having been paid.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 280.]

3. Brokers (§ 88 (5)*)—Fraud Inducing Agency Contract Held Jury Question.—In a real estate broker's action for commissions on a sale made after revocation of the agency by the principal, evidence that the broker, by fraud and misrepresentation as to the value of the property and the price obtainable therefor, induced the principal to enter into the agency contract, held sufficient to justify the submission of the issue to the jury.

[Ed. Note.—For other cases, see 5 Va.-W. Va. Enc. Dig. 351.]

4. Brokers (§ 6*)—Fiduciary Relation Exists between Real Estate Agents and Their Clients.—Real estate agents occupy a fiduciary relation to their clients, and so long as that relation continues the agent is under a legal obligation, as well as under a high moral duty, to give his principal loyal service and the benefit of information as to the property intrusted to him for sale; the principal being frequently at a disadvantage, and hence entitled to the utmost frankness, fidelity, and fair dealing from the agent.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 261.]

Error to Circuit Court of City of Norfolk.

Action by the Gardner Investment Corporation against Alice T. Barnard. Verdict for defendant was set aside, and judgment in favor of plaintiff entered, and defendant brings error. Reversed and rendered.

Rumble & Rumble, of Norfolk, for plaintiff in error.

Jas. G. Martin, of Norfolk, for defendant in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.